



# STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

**RFP Number:**  
115001

**RFP Title:**  
Janitorial Services for Department of Environmental Quality's Remote Offices  
Located in Billings, Montana

**RFP Response Due Date and Time:**  
December 05, 2014  
2:00 p.m., Mountain Time

**Number of Pages:**  
38

**Issue Date:**  
November 10, 2014

## ISSUING AGENCY INFORMATION

**Procurement Officer:**  
Vicki Woodrow

**Department of Environmental Quality**  
**Phone:** (406) 444-3101  
**Fax:** (406) 444-1804  
**TTY Users, Dial 711**

**Website:** <http://vendor.mt.gov/>

## INSTRUCTIONS TO OFFERORS

**Return Sealed Proposal to:**

**PHYSICAL ADDRESS:**

Dept. of Environmental Quality  
Room 3 Metcalf Building  
1520 East Sixth Avenue  
Helena, MT 59620

**MAILING ADDRESS:**

Dept. of Environmental Quality  
Room 3 Metcalf Building  
P.O. Box 200901  
Helena, MT 59620-0901

**Mark Face of  
Envelope/Package with:**

**RFP Number:** 115001  
**RFP Response Due Date:**  
December 05, 2014

**Special Instructions:**

## OFFERORS MUST COMPLETE THE FOLLOWING

**Offeror Name/Address:**

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_  
(Signature)

Print name and title and sign in ink. By submitting a response to this RFP, offeror acknowledges it understands and will comply with the RFP specifications and requirements.

**Type of Entity (e.g., corporation, LLC, etc.)**

**Offeror Phone Number:**

**Offeror E-mail Address:**

**Offeror FAX Number:**

**OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE**

# TABLE OF CONTENTS

	<u>PAGE</u>
<b>Instructions to Offerors .....</b>	<b>3</b>
<b>Schedule of Events .....</b>	<b>4</b>
<b>Section 1: Introduction and Instructions .....</b>	<b>5</b>
1.1 Introduction .....	5
1.2 Contract Period .....	5
1.3 Single Point of Contact .....	5
1.4 Pre-Proposal Walk-Through .....	5
1.5 Required Review .....	5
1.6 General Requirements .....	5
1.7 Submitting a Proposal .....	6
1.8 Costs/Ownership of Materials .....	7
<b>Section 2: RFP Standard Information.....</b>	<b>8</b>
2.1 Authority .....	8
2.2 Offeror Competition .....	8
2.3 Receipt of Proposals and Public Inspection.....	8
2.4 Classification and Evaluation of Proposals .....	8
2.5 State's Rights Reserved .....	9
<b>Section 3: Project Specifications or Scope of Services .....</b>	<b>10</b>
3.1 Purpose.....	10
3.2 Contractor Personnel .....	10
3.3 Work Schedule/Cleaning Standards.....	11
3.4 Supplies and Equipment.....	15
3.5 Damages to Finishes and Appurtenances .....	16
3.6 Clean-up .....	16
3.7 Inspection and supervision by the State .....	16
3.8 Warranty of Services .....	16
3.9 Safety Measures .....	17
3.10 Emergencies .....	17
3.11 Modification of Services.....	17
3.12 Exceptions to Regular Service.....	18
3.13 Use of Hazardous Materials by Contractor .....	18
3.14 Performance Meetings .....	18
3.15 Building Security.....	18
3.16 Contractor Notification .....	18
3.17 Confidentiality of Records.....	18
<b>Section 4: Offeror Qualifications .....</b>	<b>19</b>
4.1 State's Right to Investigate and Reject .....	19
4.2 Offeror Qualifications.....	19
<b>Section 5: Cost Proposal.....</b>	<b>20</b>
<b>Section 6: Evaluation Process .....</b>	<b>21</b>
6.1 Basis of Evaluation.....	21
6.2 Evaluation Criteria .....	21
<b>Appendix A - Standard Terms and Conditions .....</b>	<b>22</b>
<b>Appendix B - Contract .....</b>	<b>23</b>
<b>Appendix C – Client Reference Form .....</b>	<b>35</b>
<b>Appendix E - Montana Prevailing Wage Rates for Nonconstruction Services (2014) .....</b>	<b>38</b>

## INSTRUCTIONS TO OFFERORS

### It is the responsibility of each offeror to:

**Follow the format required in the RFP** when preparing your response. Provide responses in a clear and concise manner.

**Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Proposals are evaluated based **solely** on the information and materials provided in your written response.

**Use any forms provided**, e.g., cover page, budget form, certification forms, etc.

**Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document. Late proposals are **never** accepted.

**The following items MUST be included in the response.**  
**Failure to include ANY of these items may result in a nonresponsive determination.**

- ☒ **Signed Cover Sheet**
- ☒ **Signed Addenda (if appropriate) in accordance with Section 1.5.3**
- ☒ **Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form, if claiming information to be confidential or proprietary in accordance with Section 2.3.1.**
- ☒ **In addition to a detailed response to all requirements within Sections 3, 4, and 5, offeror must acknowledge that it has read, understands, and will comply with each section/subsection listed below by initialing the line to the left of each. If offeror cannot meet a particular requirement, provide a detailed explanation next to that requirement.**

_____	Section 1, Introduction and Instructions
_____	Section 2, RFP Standard Information
_____	Section 3.2, Contractor Personnel
_____	Section 4.1, State's Right to Investigate and Reject
_____	Section 6, Evaluation Process
_____	Appendix A, Standard Terms and Conditions
_____	Appendix B, Contract
_____	Appendix C, Client Reference Form
_____	Appendix D, Montana Prevailing Wages Rates for Nonconstruction Services (2014)

## SCHEDULE OF EVENTS

### EVENT

### DATE

RFP Issue Date.....	November 07, 2014
Pre-Proposal Walk-Through.....	November 17, 2014
Deadline for Receipt of Written Questions .....	November 19, 2014
Deadline for Posting Written Responses to the State's Website ...	November 24, 2014
RFP Response Due Date .....	December 05, 2014
Intended Date for Contract Award .....	January 01, 2015

\*The dates above identified by an asterisk are included for planning purposes. These dates are subject to change.

## SECTION 1: INTRODUCTION AND INSTRUCTIONS

### **1.1 INTRODUCTION**

The STATE OF MONTANA, Department of Environmental Quality ("State") is seeking a contractor to provide janitorial services for the Department of Environmental Quality's (State) facility located in Building IP-9 in the Airport Business Park located at 1371 Rimtop Drive, in Billings, Montana. A more complete description of the services to be provided is found in Section 3.

### **1.2 CONTRACT PERIOD**

The contract period is upon signature of both parties and ending June 30, 2016, inclusive. The parties may mutually agree to a renewal of this contract in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years, at the State's option.

### **1.3 SINGLE POINT OF CONTACT**

From the date this Request for Proposal (RFP) is issued until an offeror is selected and announced by the procurement officer, **offerors shall not communicate with any state staff regarding this procurement, except at the direction of Vicki Woodrow**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is:

Procurement Officer: Vicki Woodrow  
Telephone Number: 406-444-3101  
Fax Number: 406-444-1804  
E-mail Address: [vwoodrow@mt.gov](mailto:vwoodrow@mt.gov)

### **1.4 PRE-PROPOSAL WALK-THROUGH**

An optional Pre-proposal Walk-Through will be conducted at 10:00 a.m. local time on Monday, November 17, 2014 in Building IP-9 in the Airport Business Park located at 1371 Rimtop Drive.

Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions at the Pre-proposal Walk-Through will be oral and in no way binding on the State.

Participation in the Pre-proposal Walk-Through is optional; however, it is advisable that all interested parties participate. No variation in conditions shall be permitted based upon non-attendance. Submission of a proposal will be considered evidence that the offeror has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### **1.5 REQUIRED REVIEW**

**1.5.1 Review RFP.** Offerors shall carefully review the entire RFP. Offerors shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error that they discover. In this notice, the offeror shall include any terms or requirements within the RFP that preclude the offeror from responding or add unnecessary cost. Offerors shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth in Section 1.5.2. The State will determine any changes to the RFP.

**1.5.2 Form of Questions.** Offerors having questions or requiring clarification or interpretation of any section within this RFP must address these issues via e-mail or in writing to the procurement officer listed above on or before **November 19, 2014**. Offerors are to submit questions using the Vendor RFP Question and Answer Form available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

**1.5.3 State's Response.** The State will provide a written response by **November 24, 2014**, to all questions received by the due date noted in 1.5.2. The State's response will be by written addendum and will be posted on the State's website with the RFP at <http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx> by the close of business on the date listed. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. **Offerors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

## **1.6 GENERAL REQUIREMENTS**

**1.6.1 Acceptance of Standard Terms and Conditions/Contract.** *By submitting a response to this RFP, offeror accepts the standard terms and conditions and contract set out in Appendices A and B, respectively.* Much of the language included in the standard terms and conditions and contract reflects the requirements of Montana law.

Offerors requesting additions or exceptions to the standard terms and conditions noted in Appendix A, or to the contract terms noted in Appendix B, shall submit them to the procurement officer listed above by the date specified in Section 1.4.2. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring offeror during contract negotiation.

The State shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all offerors submitting a response to this RFP. The State will determine any changes to the standard terms and conditions and/or contract.

**1.6.2 Resulting Contract.** This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

**1.6.3 Understanding of Specifications and Requirements.** By submitting a response to this RFP, offeror acknowledges it understands and shall comply with the RFP specifications and requirements.

**1.6.4 Offeror's Signature.** Offeror's proposal must be signed in ink by an individual authorized to legally bind the offeror. The offeror's signature guarantees that the offer has been established without collusion. Offeror shall provide proof of authority of the person signing the RFP upon State's request.

**1.6.5 Offer in Effect for 120 Calendar Days.** Offeror agrees that it may not modify, withdraw, or cancel its proposal for a 120-day period following the RFP due date or receipt of best and final offer, if required.

## **1.7 SUBMITTING A PROPOSAL**

**1.7.1 Organization of Proposal.** Offerors must organize their proposal into sections that follow the format of this RFP. Proposals should be bound, and must include tabbed dividers separating each section. Proposal pages must be consecutively numbered.

**All subsections not listed in the "Instructions to Offerors" on page 3 require a response. Restate the section/subsection number and the text immediately prior to your written response.**

Unless specifically requested in the RFP, an offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the proposal, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through the proposal or literature to find a response.**

The State encourages offerors to use materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content. Offerors are encouraged to print/copy on both sides of each page.

**1.7.2 Failure to Comply with Instructions.** Offerors failing to comply with these instructions may be subject to point deductions. Further, the State may deem a proposal nonresponsive or disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

**1.7.3 Multiple Proposals.** Offerors may, at their option, submit multiple proposals. Each proposal shall be evaluated separately.

**1.7.4 Price Sheets.** Offerors *must* use the RFP Price Sheet found in Section 5 to submit their costs, and will represent offeror's proposed cost for the services required. Offeror may include additional information if necessary to explain offeror's cost/price.

**1.7.5 Copies Required and Deadline for Receipt of Proposals.** Offerors must submit **one electronic copy of the proposal to the Montana Department of Environmental Quality** on compact disc (CD) or universal serial bus (USB) flash drive in Microsoft Word or portable document format (PDF). If any confidential materials are included in accordance with the requirements of Section 2.3.2, they must be submitted on a separate CD or USB flash drive.

**PACKAGES TRANSMITTING THE ELECTRONIC PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** clearly indicating it is in response to RFP 115001. ***Proposal packages must be received at the reception desk of the Department of Environmental Quality (Metcalf Building Room 3) by 2:00 p.m., Mountain Time, December 05, 2014. Offeror is solely responsible for assuring delivery to the reception desk by the designated date/time.*** The State will not accept facsimile or emailed copies of proposals in response to this RFP.

**1.7.6 Late Proposals.** ***Regardless of cause, the State shall not accept late proposals. Such proposals will automatically be disqualified from consideration.*** Offeror may request the State return the proposal at offeror's expense or the State will dispose of the proposal if requested by the offeror. (See Administrative Rules of Montana (ARM) 2.5.509.)

## **1.8 COSTS/OWNERSHIP OF MATERIALS**

**1.8.1 State Not Responsible for Preparation Costs.** Offeror is solely responsible for all costs it incurs prior to contract execution.

**1.8.2 Ownership of Timely Submitted Materials.** The State shall own all materials submitted in response to this RFP.

## SECTION 2: RFP STANDARD INFORMATION

### **2.1 AUTHORITY**

The RFP is issued under 18-4-304, Montana Code Annotated (MCA) and ARM 2.5.602. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. The State shall use only the evaluation criteria outlined in this RFP.

### **2.2 OFFEROR COMPETITION**

The State encourages free and open competition to obtain quality, cost-effective services and supplies. The State designs specifications, proposal requests, and conditions to accomplish this objective.

### **2.3 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION**

**2.3.1 Public Information.** Subject to exceptions provided by Montana law, all information received in response to this RFP, including copyrighted material, is public information. Proposals will be made available for public viewing and copying shortly after the proposal due date and time. The exceptions to this requirement are: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See 18-4-304, MCA. The State provides a copier for interested parties' use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

**2.3.2 Procurement Officer Review of Proposals.** Upon opening the proposals in response to this RFP, the procurement officer will review the proposals for information that meets the exceptions in Section 2.3.1, providing the following conditions have been met:

- Confidential information (including any provided in electronic media) is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from the offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors shall pay all of its legal costs and related fees and expenses associated with defending a claim for confidentiality should another party submit a "right to know" (open records) request.

### **2.4 CLASSIFICATION AND EVALUATION OF PROPOSALS**

**2.4.1 Initial Classification of Proposals as Responsive or Nonresponsive.** The State shall initially classify all proposals as either "responsive" or "nonresponsive" (ARM 2.5.602). The State may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. The State may find any proposal to be nonresponsive at any time during the procurement process. If the State deems a proposal nonresponsive, it will not be considered further.

**2.4.2 Determination of Responsibility.** The procurement officer will determine whether an offeror has met the standards of responsibility consistent with ARM 2.5.407. An offeror may be determined nonresponsive at any time during the procurement process if information surfaces that supports a

nonresponsible determination. If an offeror is found nonresponsible, the procurement officer will notify the offeror by mail. The determination will be included within the procurement file.

**2.4.3 Evaluation of Proposals.** An evaluator/evaluation committee will evaluate all responsive proposals based on stated criteria and recommend an award to the highest scoring offeror. The evaluator/evaluation committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the evaluator/evaluation committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

**2.4.4 Completeness of Proposals.** Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Proposals may not include references to information such as Internet websites, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion, negotiation, or best and final offer, if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

**2.4.5 Evaluator/Evaluation Committee Recommendation for Contract Award.** The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring with the evaluator's/evaluation committee's recommendation.

**2.4.6 Request for Documents Notice.** Upon concurrence with the evaluator's/evaluation committee's recommendation, the procurement officer will request from the highest scoring offeror the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and **no work may begin until a contract signed by all parties is in place.** The procurement officer will notify all other offerors of the State's selection.

**2.4.7 Contract Execution.** Upon receipt of all required materials, a contract (Appendix B) incorporating the Standard Terms and Conditions (Appendix A), as well as the highest scoring offeror's proposal, will be provided to the highest scoring offeror for signature. The highest scoring offeror will be expected to accept and agree to all material requirements contained in Appendices A and B of this RFP. If the highest scoring offeror does not accept all material requirements, the State may move to the next highest scoring offeror, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties.

## **2.5 STATE'S RIGHTS RESERVED**

While the State has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by the State to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP that would not have significant impact on any proposal (ARM 2.5.505);
- Not award a contract, if it is in the State's best interest not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

## SECTION 3: SCOPE OF SERVICES

### **3.1 PURPOSE**

The purpose of this Request for Proposal (RFP) is to secure the services of a contractor to provide janitorial services for the Department of Environmental Quality's (State) facility located in Building IP-9 in the Airport Business Park located at 1371 Rintop Drive, in Billings, Montana. DEQ is co-located with the Department of Natural Resources and Conservation and each department is responsible for securing janitorial services for its portion of the facility.

The State's occupancy of the building includes the following:

- First Floor (4,586.32 sq. feet)
  - West Wing
    - 6 Offices
    - Library
    - Conference Room
    - Copy Area
    - Utility Area
    - Elevator Lobby
    - Restroom
  - Southwest Wing
    - 4 Offices
    - Utility Area
    - Restroom
- Second Floor (3,231.59 sq. feet)
  - West Wing
    - 11 Offices
    - Elevator Lobby
    - Restroom
- Basement (936.83 sq. feet)
  - Storage areas (both East and West Wings)

### **3.2 CONTRACTOR PERSONNEL**

**3.2.1** The State requires Contractor to supply shirts with the Contractor's name over the front pocket for all personnel cleaning in State-owned facilities. These shirts will be the responsibility of the personnel to wear at all times while in State-owned facilities and to keep them in a clean, pressed appearance.

**3.2.2** The State requires that all personnel cleaning State-owned facilities have a background investigation initiated or completed prior to employment. Any costs associated with the background investigations are the responsibility of the Contractor. This investigation should include but is not limited to:

- Fingerprint I.D. check
- Active past employer reference check
- Past residence history

Files shall be maintained regarding these investigations. The State will conduct inspections of these background investigations to ensure compliance and appropriateness of hire.

**3.2.3** Contractor must supply experienced janitorial supervisors. Contractor and/or Contractor's supervisors will be responsible for instructing and training Contractor's personnel in proper and specified work methods and procedures. The State may require Contractor to submit a detailed training program addressing the following:

- New hire training.
- Specific work site training.
- Continuous follow-up training.
- Safety plan training.
- Customer service relations.

3.2.4 Supervisors will direct, schedule, and coordinate all janitorial services and functions to completely accomplish the work as required by the contract. The supervisors will provide continuous inspection and supervision of the work during the entire time Contractor's personnel are located within the building. This means that a supervisor must be in the building with the personnel during the entire cleaning shift. Contractor or a competent representative will be available Monday through Friday of each week to receive information, instruction, or complaints regarding janitorial services.

### **3.3 WORK SCHEDULE / CLEANING STANDARDS**

#### **3.3.1 General Janitorial Services**

Contractor shall provide all labor, supplies, and equipment for performing janitorial services as described herein. Janitorial services shall begin between 6:00 and 7:00 p.m. in accordance with the following schedule:

##### **A. Bi-Weekly Requirements (Tuesdays and Thursdays)**

- Vacuum all carpeting and entry mats.
- Sweep and damp mop first and second floor landings, and stairs to second floor.
- Clean stair hand railing with disinfectant cleaner
- Empty waste baskets in all offices, lobby areas, utility, and copy areas, and basement storage areas.
- Damp mop or sweep traffic areas on all hard surface floors.
- Clean restroom sinks, toilets, urinals, counters, mirrors, and floors.
- Restock paper products and hand soap.

##### **B. Bi-Monthly Requirements (every other Thursday)**

- Clean reception carpets, entry carpets, entry mats, hallways, and any heavily soiled areas with hot water soil extractor.
- Sweep and damp mop all hard surfaces and stall runners.
- Clean desk and table tops (do desks only if left note by employee).
- Dust (using furniture polish) all woodwork, window sills, and wood furniture.
- Dust file cabinet tops, letter files, hand rails, and electric heater using appropriate cleaner.
- Sweep and mop basement hallway (west of double doors)

##### **C. Monthly Requirements (done the first week of the month)**

- Vacuum all upholstery.
- Wash waste baskets.
- Wash and sanitize rest room walls, woodwork, and stalls.
- Damp mop all chair mats.
- Clean (using appropriate cleaner) all file cabinet fronts, wooden cupboard doors, door knobs, and telephones.
- Vacuum draperies and other window coverings (blinds, etc.)
- Sweep and mop basement entryway.
- Dust computers (with feather duster or canned air) except in computer room.
- Sweep and damp mop stairs to basement and basement landing.

##### **D. Quarterly Requirements (first week of January, April, July, and October)**

- Vacuum interior wood paneling.

- Clean florescent light covers
- Sweep and mop basement storage rooms 2, 3, 4, and 6, located on either side of the entry way.
- Clean (using appropriate cleaner) all door knobs, door handles, and inside and outside faces of doors.

**E. Semi-Annually Requirements (first week of April and October)**

- Remove, wash, and replace window screens.
- Wash windows.
- Clean all carpeting thoroughly with hot water soil extractor. Contractor must notify the Agency contact person one week in advance of the date and time of the planned carpet cleaning.

**F. Other Requirements (as needed)**

- Each cleaning day, Contractor employees are to read the janitorial notes posted in room #100 for any special "work requests".

**3.3.2 Cleaning Standards**

Contractor shall demonstrate its ability to maintain satisfactory and acceptable cleaning standards as identified for the following services:

**A. Floors**

- Sweeping and/or Vacuuming: Floors will be dust mopped, swept, or vacuumed to remove dirt, dust and other soil resulting in floors free of dust streaks, marks, dirt in corners, below radiators, behind doors, or under furniture and equipment. Furniture or other equipment moved during sweeping or vacuuming will be replaced. Wall bases, equipment doors, and furniture will not be disfigured by dust mop, boom, or vacuum cleaner. After being cleaned, room will appear orderly and well attended. Do not use oil-emulsion, an oil-based, or a treated dust mop or broom. For vacuuming, Contractor will use a commercial upright, beater type vacuum with power head and all hard floors surfaces will be cleaned using the proper attachments; bags will be changed often enough to assure thorough cleaning.
- Damp Mopping: Floors, including stairways, landings, and library stacks will be damp mopped to remove dirt left over from sweeping or dry cleaning. After being cleaned, floor should present a clean appearance; free from streaks, smears, dirt residue, heel and shoe marks, and water. Damp mopping is accomplished by the use of cotton mops, detergent solution and clean water. Application of free water sufficient to stand on the floor or seep into flooring joints will not be acceptable.
- Care and Treatment of Wood Floors: Damp mopping is the preferred method for cleaning and wet mopping and scrubbing will be used only when the floor is very dirty. Avoid letting water stand on floors. No alkalis will be used in the cleaning of wood floors. All sealed or varnished wood floors will be finished with water emulsion floor finish and buffed to a maximum gloss and uniform sheen; leaving no soil, heavy marks, streaks, brush marks, or scratches. A minimum of 2 coats of finish shall be required.
- Terra Cotta Surfaced Floors and Stairways: All acceptable floor care materials used on terra cotta floors will be applied in strict accordance with manufacturer's printed directions and recommendations. Should a conflict occur between manufacturer's printed instructions and other instructions, the manufacturer's instructions shall prevail. Contractor shall obtain approval from the State for products to be used prior to application.
- Restrooms: Restroom floors (concrete or tile) will be swept and scrubbed each cleaning day. Immediate areas around urinals, sinks and toilets will be well scrubbed with disinfectant. Floors will be primarily cleaned as required by the cleaning schedule noted

under Section 3, using either manual or machine method or scrubbing to thoroughly and completely clean the area, removing all rubber heel or shoe marks, streaks, soiling and embedded dirt. The primary cleaning and rinsing will result in the thorough removal of soiling and embedded dirt without residue left in joints, crevices or corners.

- **Floor Finishes**

- 1) **Removal**: Removal of old finish is accomplished when surfaces, including wall cases, have all finish removed, the surface has been rinsed with clear water, is clean, uniform in appearance and free from streaks, spots and standing water; no residue can be seen along floor edges near wall bases, movable furniture, or equipment in corners.

- 2) **Application**: Application of floor finish will result in a thin, even coating. Floor will be clean and bright in corners and under furniture as well as in other areas. No floor finish will be applied or allowed to remain on wall bases. Heavy traffic areas (entrance, lobbies, corridors, etc.) and those floor areas subject to excessive wear will receive a light coat application and be buffed to a uniform sheen following each damp mopping.

## **B. Surface Cleaning**

Dusted surfaces will be free of all dust, dust streaks, lint, cobwebs, dirt, oily streaks or stains from contact with oily dusters. The dust must be removed completely; not scattered around.

- **Glass Surfaces**: Glass surfaces will be free of spots, streaks, film, water deposits or stains and has a uniformly bright appearance with all adjacent surfaces wiped clean and dry.
  - 1) All glass, including mirrors, glass cabinets, display cases, desk tops, glass entrances, partition plastics and exterior window glass, including spandrel glass, shall be cleaned.
  - 2) Use of a "tucker pole" for exterior window cleaning will be approved for windows or spandrel glass cleaning over 25 feet above ground level. When a "tucker pole" is approved for use, windows will be cleaned to the State's satisfaction.
- **Metal Surfaces**: Metal surfaces will be free of deposits or tarnish with a uniformly bright appearance with all adjacent surfaces wiped free of cleanser, scum, film and streaks.
- **Brass Surfaces**: All brass and bronze hardware and fixtures will be cleaned and polished as necessary to provide a uniformly bright, clean, unmarred and untarnished surface free from cleaning marks, residue and finger prints. Brass plated fixtures shall not be cleaned with abrasive agents.
- **Spot Cleaning**: Satisfactory and acceptable spot cleaning results in a surface substantially cleaned of recent dirty hand prints, coffee stains or other recent soiling, streaks, and film; wainscoting, door and trim shall be included, but shall be limited to the areas scheduled for cleaning.
- **Electronics**: Electronic equipment, cabinets, consoles, plotting boards and equipment of a similar nature will not be dusted. Low and high dusting shall include, but not be limited to, horizontal and vertical cleaning of files, cabinets, fixtures, office partitions and similar equipment, windows, doors, overhead pipe, exposed ducts, ceilings and walls.

## **C. Plumbing and Restroom Fixtures and Water Coolers**

- **Toilets**, room fixtures, and rooms will be free of objectionable odors. Wash bowls, bath tubs, showers, toilet bowls and urinals will be clean, bright, without soap films, scratches, corrosion and incrustation; edges, crevices, traps, holes and rims will be clean. Dispensers will be filled and in working condition. There will be no markings on walls, cabinets, tops, hardware and fixtures. Floor wainscoting and partitions will be clean and bright. All metal fixtures and other hardware and adjacent surfaces will be clean and bright. No acids, strong alkaline or metal cleaning utensils will be used on any porcelain surfaces. Care shall be taken to prevent cleaning solution and/or water between fixture and the wall during cleaning.

Disinfectants will be used on toilet bowls, floors, partitions and other fixtures. Solid crystal deodorant may be required. Rest room supplies will be supplied by the Contractor; billed in accordance with Section 3.3.1. of the model Contract.

- Furniture Cleaning and Polishing: All finished surfaces will be cleaned and have an adequate application of furniture polish leaving a smooth gloss or sheen. It is preferred that Contractor use polishes containing waxes mixed with oil to brighten and protect the finished surfaces. No oily, sticky residue will be accepted. Polish shall be applied on the surfaces as intended by the manufacturer's directions. Plastics and imitation leather coverings shall be cleaned with a detergent solution. Leather coverings shall be cleaned with a combination cleaner and polish. Acceptably cleaned furniture: metal, wooden or upholstered, will be free from all wax, scuff marks, water marks, and cobwebs.
- Waste Receptacles: Waste receptacles consist of waste paper baskets, refuse containers, or any other receptacle used for disposal of waste. All containers shall be emptied each scheduled cleaning day with trash and paper removed from the building and deposited in the collection facilities provided. All waste receptacles will be free from deposits, dirt, streaks and odors. Liners are required in all waste receptacles and shall be changed as often as necessary in order to maintain a clean and sanitary condition.
- Venetian Blinds: Contractor will use industry standard equipment for the express purpose of cleaning Venetian blinds that leave blinds free of dust deposits and film and do not damage paint coatings.
- Light Fixtures: All exposed light fixtures and accessible components, including, but not limited to, shades, louvers, diffusers, housings, skylights, bulbs and tubes will be free from dust, dirt and bugs and wiped clean with a treated cloth. Light covers will be washed and wiped dry.
- Dirt Trapper Mats: Mats at all building entrances used to trap outside soils will be cleaned free of dirt, dust and other soiling materials. Dirt and dust deposits under the mats will be completely removed and clean mats carefully replaced. Dirt trapper mats will be supplied by the Contractor for all building entrances.
- Wall Washing: Washing of restroom and shower ceramic and hard finish walls results in a bright and clean surface, including joints in tile, free from film, streaks, deposits, and soiling.

#### **D. Carpet Care**

- Vacuuming: All carpets will be vacuumed with a commercial upright, beater type vacuum with power head and all cornering and edging will be done with the proper edging tool; bags will be changed often enough to assure thorough cleaning. Rugs and/or carpets will be considered clean when the entire surface, edges, below radiators, behind doors and under furniture are free of dirt, dust, stains, spots or other deposits. Wall bases, equipment, doors and furniture will not be disfigured by the cleaning equipment. Furniture or other equipment moved during the vacuuming will be replaced and the room will appear orderly and well attended.
- Cleaning: Carpets and rugs will be cleaned by dry cleaning, steam extraction or other method that does not cause damage to the carpet or rugs. Care must be taken to protect areas with communication and electrical channels beneath the carpet, no moisture shall be allowed to seep into the channeled area. Carpets and rugs shall be vacuumed with a commercial, upright, beater type vacuum with a power head after the carpet has dried. Surface cleaning will not be considered acceptable. Carpets and rugs should be protected from rust and discoloration from metal objects such as desks, bookcases and equipment stands. Carpet tile shall be shampooed according to manufacturer's specifications.

## **3.4 Supplies and Equipment**

### **NOTE: Scent-free janitorial products must be used**

**3.4.1 Supplies:** Contractor shall furnish all supplies required for accomplishment of all work as specified. Contractor will provide consumable supplies such as toilet paper, paper towels, soap, and trash can liners, billed monthly based upon usage.

Environmentally preferable cleaners have become more readily available at competitive prices and can replace more toxic products to the benefit of custodial workers and building occupants as well as the environment. Therefore, the State has included specifications in this bid that require some specific cleaning products meet the Green Seal Standard for Cleaning Products for Industrial and Institutional Use (GS-37).

The Green Seal Standard establishes environmental requirements for industrial and institutional general-purpose, bathroom, and glass cleaners. These cleaners are intended for routine cleaning of offices, institutions, warehouses, and industrial facilities. The compatibility of cleaners with surface materials is not specifically addressed in this standard. Therefore, the contractor should follow the manufacturer's instructions on compatibility. The State encourages the contractor's voluntary future use of other such products as they become available and reserves the right to address and/or require further use of environmentally preferable products throughout the course of the contract.

**3.4.1.1 Environmentally Preferable "Green" Cleaning Products.** The following cleaning products must meet Green Seal Standards as designated. Contractor will initiate the use of other environmentally preferable products as they become readily available at competitive prices and will work with the State over the course of the contract to introduce other environmentally preferable products.

- All general-purpose, bathroom, and glass cleaning products used in this contract must meet the Green Seal Standard for Cleaning Products for Industrial and Institutional Use (GS-37).  
<http://www.greenseal.org/GreenBusiness/Standards.aspx>
- All floor-care products, finishes and strippers used in this contract must meet the Green Seal Standard for Floor-Care Products for Industrial and Institutional Use (GS-40).  
<http://www.greenseal.org/GreenBusiness/Standards.aspx>.
- All hand cleaners and hand soaps used in this contract must meet the Green Seal Standard for Hand Cleaners for Industrial and Institutional Use (GS-41).  
<http://www.greenseal.org/GreenBusiness/Standards.aspx>.

**3.4.1.2 Environmentally Preferable Paper and Janitorial Products.** Contractor will supply all paper towels, 2-ply bathroom tissue, toilet seat covers, sanitary napkins, waste receptacle liners, soap and dispenser, bathroom deodorizers, and related products. The following products must meet Green Seal Standards as designated.

- Paper towels, bathroom tissue, and toilet seat covers must meet the Green Seal Standard for Sanitary Paper Products (GS-1),  
<http://www.greenseal.org/GreenBusiness/Standards.aspx>. This guarantees
  - paper towels contain 100% recovered materials and at least 40% post-consumer material by weight,
  - bathroom tissue shall contain 100% recovered materials, including 20% post-consumer materials.
- Waste receptacle liners must meet or exceed existing EPA standards according to the following guidelines: waste receptacle liners – 10% - 100% recovered materials.

**3.4.2 Equipment:** Contractor shall furnish all supplies and equipment required for accomplishment of all work as specified. Equipment shall be of a size and type best suited for accomplishing the various phases of work, suitable for operation from existing sources of electrical power and operate with a low level of noise.

**3.4.3 Care of Equipment:** Floor and wall maintenance equipment used in custodial services will receive proper care and maintenance ensuring its full operating condition; be properly supplied with brushes, pads and burnishes suitable for the required task, and not mar or damage State owned buildings or equipment.

**3.4.4 Equipment and Supply Storage.** Non-secure janitorial closets shall be made available to the Contractor without cost for storage of equipment and materials. Equipment and supplies shall only be kept in areas reserved for such equipment and supplies. Contractor shall be responsible for the safety, orderliness and cleanliness of the storage area. State shall not be responsible in any way for the Contractor's supplies, materials, equipment or personnel belongings that may be damaged or lost by fire, theft, or accident.

### **3.5 Damages to Finishes and Appurtenances**

Building finishes or appurtenances soiled or damaged due to the Contractor's operations must be cleaned, repaired, replaced, or restored to a condition not less than that existing immediately prior to the damage and without cost to the State. Misuse or abuse of State property will be reason for action under the terms of the contract. Chairs or other furniture will not be abused. Caster furniture will not be used as carts for transporting trash cans, or any other heavy objects.

### **3.6 Clean-up**

All Contractor supplies, equipment, and machines must be kept out of traffic lanes or other areas where they might be hazardous or unsightly and will be removed at the end of each work period or secured in lockers or other facilities provided for this purpose. Cloths, mops or brushes containing flammable materials must be disposed of or stored in approved air tight metal containers.

All dirt and debris resulting from work under this contract must be disposed of daily at the completion of work in the receptacles provided. Other debris must be disposed of by depositing into the proper trash collection container.

Cleaning techniques detailed in the contract are intended to assure acceptable outcomes. Alternative cleaning techniques which provide equal outcomes may be approved by the General Services Division.

### **3.7 Inspection and Supervision by the State**

State is determined to provide a clean, healthy and safe work environment for all State employees. Contractor will be required to adhere to the cleaning specifications in order to provide this service to all State employees. Prompt and courteous service is required by the Contractor to fulfill this obligation.

### **3.8 Warranty of Services**

Contractor shall warrant that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of the contract. The State's acceptance of services provided by the contractor shall not relieve the contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at the contractor's expense, require prompt correction of any services failing to meet the contractor's warranty herein. Services corrected by the contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

**3.8.1 Enforcement.** .All services performed, materials and supplies furnished or utilized in the performance of services, and workmanship in the performance of services, will be subject to inspection and test by the State to the extent practicable at all times and places, during the term of the contract. State reserves the right to inspect a work area during any twenty-four (24) hour period. State shall retain the right to determine whether an adequate level of service and workmanship is being maintained. Services that are incomplete, defective, and/or not accomplished as scheduled will be reported to the Contractor for appropriate action. Inspection of the service area is the responsibility of the designated Agency contact person or designee. State has the authority to point out to the Contractor any deficiencies and require corrective measures in accordance with the contract terms.

**3.8.2 Correction of Deficiencies.** If any services specified herein are not in conformity with the requirements of the contract, State has the right to require Contractor to perform the services again in conformity with the requirements of the contract at no additional increase in total contract amount. If the re-performed services still not conform to the requirements of the contract, State has the following options:

- Require Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirements of the contract.
- Engage the services of an independent contractor to perform the in conformity with the contract requirements and deduct from the monthly payment to Contractor any costs incurred by the State directly related to the performance of such services.

A written report of the deficiencies shall be filed and a copy given to Contractor for their records and response. Contractor's written and signed response will be made a part of the file.

Daily services found to be incomplete, defective, or not accomplished as scheduled will be reported to Contractor for immediate corrective action and will be started, corrected, or re-accomplished within one (1) hour of the time the complaint(s) are reported to Contractor. Services other than everyday services reported incomplete, defective or not accomplished as scheduled will be reported to Contractor for immediate corrective action by Contractor and will be acceptably completed, corrected or re-accomplished within the time schedule as determined by the State.

Repetitive nonconformity in any one area or consistent overall nonconformity to workmanship and standards may result in termination of the contract and/or other punitive action as deemed necessary by the State, including withholding of payments in accordance with Section 3.4 of the Model Contract (see Appendix B).

### **3.9 Safety Measures**

Contractor is responsible for instructing employees in safety measures considered appropriate. Mops, brooms, or any equipment shall not be permitted in traffic lanes or other locations in such a manner as to create safety hazards by the Contractor or its employees. Contractor will provide, place and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing services. Contractor will provide State with its current safety plan. The plan should address proper clothing, storage of equipment and cleaning supplies, exposure, transportation, safety equipment, and approved methods for the management, handling and treatment of hazardous materials. Contractor shall instruct its employees to call the appropriate city/county emergency personnel, leave the premises, or call the Agency contact person, whichever is appropriate, for unusual situations such as intruders, fire, leaking water, or any other situation that may cause damage or harm. Contractor shall supply its employees with current telephone numbers of all emergency response agencies.

### **3.10 Emergencies**

Contractor may be requested to perform emergency cleaning services should the need arise. The State shall determine whether an emergency condition exists. The Contractor shall supply all labor and materials required to perform emergency cleaning services. Any emergency services will be limited to less than \$5,000 under this contract per incident. Estimated services greater than \$5,000 will be competitively solicited as appropriate outside of this contract. Payment will be made based on estimated number of hours multiplied by the hourly rate listed within the contract.

### **3.11 Modification of Services**

No claim for extra work done or materials furnished by Contractor other than stated herein, shall be allowed by the State unless it is ordered by the State in writing. Any additional work accomplished or materials furnished by Contractor without a written order shall be at Contractor's risk, cost or expense.

Contractor further agrees that unless a written order is received, no claim for liability or compensating for work or materials so furnished will be made. Any increase or decrease in required level of services shall be negotiated between State and Contractor and be incorporated by means of a modification to this contract.

### **3.12 Exceptions to Regular Service**

Privately locked storage areas, boiler rooms, machine rooms, etc., are not considered a part of this contract and do not require the services outlined herein.

### **3.13 Use of Hazardous Materials by Contractor**

Hazardous substances and contaminants that may exist in the work environment and products used in the performance of this contract may pose a significant health hazard. State requires that all activities performed under the contract be done in a manner to protect the health and safety of all persons and safeguard the environment. Contractor, through cooperation with the State, shall provide for the control and disposal of any and all hazardous substances and contaminants in a safe and environmentally sound manner, in compliance with all pertinent state and federal laws.

Contractor's current safety plan, as provided in Section 3.9 above, will address the proper clothing, storage, exposure, transportation, safety equipment, and approved methods for the management, handling and treatment of hazardous materials.

### **3.14 Performance Meetings**

Contractor will be required to attend periodic meetings with State and building occupants to discuss contract performance. These meetings are mandatory and will be attended by the Contractor's representative and whoever else deemed necessary by Contractor and State.

### **3.15 Building Security**

**3.15.1** Contractor will guarantee the security of the premises while performing required duties and while a premise is not occupied by an agent of the State.

**3.15.2** Subcontractors, if used for any work, such as carpet or window cleaning, will not be allowed in the building without the Contractor being present for the entirety of the work being performed.

**3.15.3** Contractor will close and lock windows and doors and turn out lights when cleaning is completed in an area. Lights can be turned on only in areas actually being cleaned. Other lights, except for exit and emergency lights must be turned off to conserve energy.

**3.15.4** Contractor is responsible for securing premises upon completion of the work. No door or window will remain unlocked. Contractor is responsible for all keys in its possession and will be responsible for any lost keys and costs involving the change of any locks.

**3.15.5** Only employees of the Contractor will be allowed in the building. No family members, friends or pets will be allowed access.

**3.15.6** Contractor shall reimburse the State or State employees for any thefts by Contractor's employee.

### **3.16 Contractor Notification**

Contractor will provide a local cell phone number, radio paging system or other means of communication that will enable the contractor to attend to any emergency calls within one hour after the original notification. This service will be manned 24 hours a day, 7 days a week.

### **3.17 Confidentiality Of Records**

Contractor hereby agrees that in all actions taken on behalf of the State under this contract, the contractor will observe and abide by all federal and state policies, statutes and regulations concerning confidentiality and privacy.

## SECTION 4: OFFEROR QUALIFICATIONS

All subsections of Section 4 not listed in the "Instructions to Offerors" on page 3 require a response. Restate the subsection number and the text immediately prior to your written response.

### **4.1 STATE'S RIGHT TO INVESTIGATE AND REJECT**

The State may make such investigations as deemed necessary to determine offeror's ability perform the services specified. The State reserves the right to reject a proposal if the information submitted by, or investigation of, the offeror fails to satisfy the State's determination that the offeror is properly qualified to perform the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

### **4.2 OFFEROR QUALIFICATIONS**

To enable the State to determine the capabilities of an offeror to perform the services specified in the RFP, the offeror shall respond to the following regarding its ability to meet the State's requirements. **THE RESPONSE, "(OFFEROR'S NAME) UNDERSTANDS AND WILL COMPLY," IS NOT APPROPRIATE FOR THIS SECTION.**

**NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found nonresponsive or be subject to point deductions.**

**4.2.1 Client Reference Form.** Offeror shall provide complete and separate Appendix D, Client Reference Form, for three references that are currently using or have previously used the services of the type proposed in this RFP. The references may include state governments or universities for whom the offeror, preferably within the last five years, has provided acceptable janitorial services. A responsible party of the organization for which the services were provided to the client (the offeror's customer) must provide the reference information and must sign and date the form. It is the offeror's responsibility to ensure that the completed forms are submitted with the proposal by the submission date, for inclusion in the evaluation process. Any Client Reference Forms that are not received or are not completed may adversely affect the offeror's score in the evaluation process. Client Reference Forms exceeding the specified number will not be considered; the State will accept the first three references provided with the proposal if more than three are submitted and the first three received if forms are being sent by the client reference separate from the proposal. The State may contact the client references for validation of the information provided in the Client Reference Forms. If the State finds erroneous information, evaluation points may be deducted or the proposal may be rejected.

**4.2.2 Company Profile and Experience.** Offeror shall provide documentation establishing the individual or company submitting the proposal has the qualifications and experience to provide the supplies and/or services specified in this RFP, including, at a minimum:

- a detailed description of any similar past projects, including the service type and dates the services were provided;
- the client for whom the services were provided; and
- a general description of the firm including its primary source of business, organizational structure and size, number of employees, years of experience performing services similar to those described within this RFP.

**4.2.3 Resumes.** A resume or summary of qualifications, work experience, education, and skills must be provided for all key personnel, including any subcontractors, who will be performing any aspects of the contract. Include years of experience providing services similar to those required; education; and certifications where applicable. Identify what role each person would fulfill in performing work identified in this RFP.

## SECTION 5: COST PROPOSAL

Offeror is required to furnish all labor, supplies, and materials necessary to accomplish the work as specified. This includes, but is not limited to, consumable supplies such as necessary cleaning products, toilet paper, paper towels, soap, and trash can liners. Offeror shall also provide any equipment required to accomplish the work as specified along with any consumable supplies required by the equipment.

Offerors are responsible for acquainting themselves with all measurement and site conditions (see section 1.4 regarding the optional Pre-proposal Walk-Through. The State is seeking costs in accordance with the cost schedule noted below. Wherever indicated, square footage is approximate only.

THE "TOTAL COST PER YEAR": WILL BE USED TO DETERMINE THE MONTHLY PAYMENT, AFTER THE FACT, TO THE CONTRACTOR. SHOULD THE CONTRACT FOR SERVICES BE RENEWED THE PROPOSED 5% INCREASE SHALL BE APPLIED TO THE "TOTAL COST PER YEAR."

SERVICES	SQUARE FOOTAGE	COST PER YEAR
Bi-Weekly	_____	\$ _____
Bi-Monthly	_____	\$ _____
Monthly	_____	\$ _____
Quarterly	_____	\$ _____
Semi-Annually	_____	\$ _____
TOTAL COST PER YEAR		\$ _____

### **PLEASE NOTE THE FOLLOWING ADJUSTMENTS TO MONTHLY COSTS:**

In accordance with Montana Code Annotated, contract terms are limited to seven years. After the initial term of the contract, the State, at its discretion, and with the mutual agreement of the other party, may choose to renew the contract in 1 or 2-year terms or another interval that is advantageous to the State. Any contract renewal allows for a cost increase. As noted in the model contract, should the contract be renewed, the State is proposing an annual increase of 5% after the initial contract term for each succeeding term up to seven years. The %5 increase comprises an increase of 2% for products and 3% for wages. This proposal allows the State the opportunity for long-term budget planning for these services and will be included and reflected in the resulting contract.

In addition, these services are covered by Montana's prevailing wage laws. Should the resulting contract run more than 30 months or for the full seven years, the contract would be subject to the 3% adjustment when the contract length becomes more than 30 months. The 3% rate increase becomes effective upon the second renewal, and Contractor would be required to increase the prevailing wages by 3% starting in the third year of the contract beginning with the 31st month. The adjustment must be made and applied every 12 months thereafter as long as the contract is in effect. This adjustment is the sole responsibility of the Contractor and no other cost adjustment in this contract will be allowed to fulfill this requirement. The State would also project the 3% increases out to the seven-year contract term limit for long-term budget planning purposes.

**Neither the cost nor prevailing wage increases will be considered in evaluating the cost proposal.**

## SECTION 6: EVALUATION PROCESS

Section 6 needs to be tailored to each project.

### 6.1 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a **total number of 800 points**.

The **References** will be evaluated based on the Client Reference Forms, **Company Profile and Experience and Resumes** portions of the proposal will be evaluated based on the following Scoring Guide, The **Cost Proposal** will be evaluated based on the formula set forth below.

### 6.2 EVALUATION CRITERIA

Category	Section of RFP	Point Value
<b>References</b>	<b>31% of points for a possible 250 points</b>	
1. References (Complete contact information provided)	4.2.1	Pass/Fail
<b>Company Profile and Experience</b>	<b>19% of points for a possible 150 points</b>	
2. Years of Relevant Experience	4.2.2	
3. Relevant Past Services Provided	4.2.2	
<b>Resumes</b>	<b>28% of points for a possible 225 points</b>	
4. Staff Qualifications	4.2.3	
<b>Cost Proposal</b>	<b>22% of points for a possible 175 points</b>	
5. Cost Proposal	5.0	

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 100. Offeror A's cost is \$500/month. Offeror B's cost is \$700/month. Offeror A would receive 100 points. Offeror B would receive 71 points ( $(\$500/\$700) = .71 \times 175 \text{ points} = 125 \text{ points}$ ).

$$\frac{\text{Lowest Responsive Offer Total Cost}}{\text{This Offeror's Total Cost}} \times \text{Number of available points} = \text{Award Points}$$

### SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

**Superior Response (95-100%):** A superior response is an exceptional reply that completely and comprehensively meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

**Good Response (75-94%):** A good response clearly meets all the requirements of the RFP and demonstrates in an unambiguous and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

**Fair Response (60-74%):** A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

**Failed Response (59% or less):** A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

## APPENDIX A: STANDARD TERMS AND CONDITIONS

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the offeror for a period of time from entering into any contracts with the State of Montana.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcpX>.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

## APPENDIX B: CONTRACT

**THIS CONTRACT** is entered into by and between the State of Montana, Department of Environmental Quality (State), and **insert name of contractor** (Contractor), for the purpose of providing janitorial services for the Department's remote offices located in Building IP-9 in the Airport Business Park located at 1371 Rimtop Drive, in Billings, Montana. This Contract is entered into in accordance with Title 18, Montana Code Annotated (MCA), and the Administrative Rules of Montana (ARM), Title 2, chapter 5.

### 1. EFFECTIVE DATE, DURATION, AND RENEWAL

**1.1. Contract Term.** The contract's initial term is from the date of contract execution, with the effective date being the latter of the two signatures, through **December 31, 2015**, unless terminated earlier as provided in this contract. In no event is this contract binding on the State unless the State's authorized representative has signed it. The State's authorized signatory for this contract is the Contracts Officer for the Department of Environmental Quality.

**1.2. Contract Renewal.** The State may renew this contract under its then-existing terms and conditions (subject to cost adjustments described below in Section 3) in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

### 2. SERVICES AND/OR SUPPLIES

**2.1.** Contractor shall provide the State the services more fully described in Attachment A Scope of Work, attached hereto and incorporated herein by reference.

### 3. CONSIDERATION/PAYMENT

**3.1.** In consideration of the services to be provided, the State shall pay Contractor in accordance with the following schedule.

Year	Cost/Mo	# Mo	Total Annual Cost	% Increase
Year 1 (01/01/15 – 12/31/15)	/month x	12 months =		
Year 2 (01/01/16 – 12/31/16)	/month x	12 months =		
Year 3 (01/01/17 – 12/31/17)	/month x	12 months =		
Year 4 (01/01/18 – 12/31/18)	/month x	12 months =		
Year 5 (01/01/19 – 12/31/19)	/month x	12 months =		
Year 6 (01/01/20 – 12/31/20)	/month x	12 months =		
Year 7 (01/01/21 – 12/31/21)	/month x	12 months =		

Year 1 Total Contract Value =

Year 2 - 4 Total Contract Value =

Year 5 - 6 Total Contract Value =

**Total Contract Value over 7 year term =**

Monthly costs for years 2 through 7 reflect an annual increase of 2% for products and 3% for wages.

**3.2. Annual Cost Increase.** The schedule noted in Section 3.1 includes an annual increase of 5% after the initial term of the contract, provided the State agrees to a renewal. This percentage increase includes a 2% cost increase for products and a 3% cost increase for wages. Contractor may seek cost increases over the 5% if Contractor is able to demonstrate industry-wide or regional increases in Contractor's costs; however, the State is not obligated to agree upon any cost increase over the stated 5%.

**3.3.** State reserves the right to increase or decrease the square footage area to be cleaned in buildings that are included in this contract and negotiate a mutually acceptable rate with Contractor for the increased level of services; said changes to be incorporated by means of a modification to this contract.

3.4. State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

#### 4. ACCOUNTING, AUDIT AND RETENTION OF RECORDS

4.1. Contractor shall maintain books, records, documents, other evidence directly pertinent to performance of work under this Contract and current accounting for all funds received and expended pursuant to this Contract in accordance with generally accepted accounting principles. Contractor's accounting system must be able to allocate costs associated with this Contract in a manner that keeps these costs separate from the costs of other contracts.

4.2. The State, the Legislative Auditor, the Legislative Fiscal Analyst, the **insert federal agency name and acronym if funded with federal money**, and the Comptroller General of the United States, or their authorized agents, have the right of access to accounting records of Contractor for purposes of making an inspection, audit, excerpts, or transcripts of funds received and expended by Contractor pursuant to this Contract. Contractor shall maintain the records at the address of its liaison in Section 17 and allow the entities in the preceding sentence to have access to them for review and copying during normal business hours for as long as the Contractor retains the records under paragraph 6.5. This Contract may be terminated by the State upon any refusal of Contractor to allow access to such records. (§18-1-118, MCA).

4.3. Contractor shall disclose all information and reports resulting from access to the records maintained in paragraph 4.1 to any of the agencies referred to in paragraph 4.2.

4.4. Audits conducted under this section must be in accordance with generally accepted auditing standards as established by the American Institute of Certified Public Accountants and with established procedures and guidelines of the reviewing or auditing agency.

4.5. All books, records, reports, accounting, and other documents maintained by Contractor under this Contract must be retained for a period of eight years after either the completion date of this Contract, or the conclusion of any litigation, claim, audit or exception relating to this Contract taken by the State or a third party. Contractor may not destroy any records without first offering the records to the State.

4.6. In the event that an audit shows that Contractor has not complied with federal or state laws and rules concerning the handling and expenditure of the funds received under this Contract, including any grant-related income, Contractor must correct the areas of non-compliance within six months after DEQ receives the audit report.

#### 5. PREVAILING WAGE REQUIREMENTS

5.1. **Montana Resident Preference.** The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in §18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with §18-2-401 through §18-2-432, MCA, and all administrative rules adopted under these statutes.

Unless superseded by federal law, Contractor shall ensure that at least 50% of the workers performing labor on this project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with §18-2-403 and §18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

5.2. **Standard Prevailing Rate of Wages.** In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with §18-2-401 through §18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in §18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel,

per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

The standard prevailing rate of wages paid to workers under this contract must be adjusted 12 months after the date of the award of the public works contract per §18-2-417, MCA. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this contract will be allowed to fulfill this requirement.

Because this contract has an initial term of 12 months with optional renewals, this contract is subject to the 3% adjustment when the contract length becomes more than 30 months. The 3% rate increase becomes effective upon the second renewal, and the 3% is paid starting in the third year of the contract beginning with the 31st month. The adjustment must be made and applied every 12 months for the term of the contract. This adjustment is the sole responsibility of Contractor and no cost adjustment in this contract will be allowed to fulfill this requirement.

**5.3. Notice of Wages and Benefits.** Furthermore, §18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with §18-2-423, MCA.

**5.4. Wage Rates, Pay Schedule, and Records.** Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer shall maintain payroll records in a manner readily capable of being certified for submission under §18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract. The Commissioner of the Montana Department of Labor and Industry has established the standard prevailing rate of wages in accordance with §18-2-401 and §18-2-402, MCA, for janitors and cleaners in District 4 to be \$11.58 per hour, plus a benefit rate of \$2.96.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Non-Construction 2014. The wage rate booklet for non-construction jobs is available online at: <http://assets.dli.mt.gov/erd/lstdocs/dli-erd-ls120.pdf>, incorporated herein by reference.

## **6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING**

In accordance with §18-4-141, MCA, Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract.

## **7. HOLD HARMLESS/INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of Contractor's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any Subcontractor or anyone directly or indirectly employed by any Subcontractor for whose acts Subcontractor may be liable.

## **8. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Neither Contractor nor its employees are employees of the State of Montana. Contractor and any subcontractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with §39-71-401, §39-71-405, and §39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption,

or documentation of corporate officer status. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the Department of Environmental Quality, P.O. Box 200901, Helena, MT 59620-0901.

## **9. COMPLIANCE WITH LAWS**

Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with §49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

## **10. REQUIRED INSURANCE**

**10.1. General Requirements.** Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**10.2. Primary Insurance.** Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**10.3. Specific Requirements for Commercial General Liability.** Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

**10.4. Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**10.5. Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the Department of Environmental Quality. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

## **11. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED**

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired (§18-5-603, MCA.). Contact the Department of Environmental Quality at 406-444-2929 for more information concerning nonvisual access standards.

## 12. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov/Business/index.asp>.

## **13. FEDERAL REQUIREMENTS *(NOTE: These are the terms and conditions vendors will be required to comply with should federal funding be used to cover the costs of these services.)***

Contractor agrees to comply with the following terms and conditions as defined by the United States Code (<http://uscode.house.gov/search/criteria.shtml>), the Code of Federal Regulations (<http://www.ecfr.gov/>) applicable to the **insert agency name**, and Presidential Executive Orders (<http://www.whitehouse.gov/briefing-room/presidential-actions/executive-orders>) as they apply to the federal grant from **insert agency name** for **insert grant name**. Citations to the relevant portions of the U.S. Code, Code of Federal Regulations, and Executive Orders may be obtained at (<https://www.cfr.gov/>) using the CFR number(s) referenced in Section 5. The following provisions are incorporated into this Contract and shall be included by the Contractor in each subcontract or sub-tiered agreement under any subcontract it enters into in connection with this Contract:

**13.1. Supersession (CFR).** This Section applies to the work eligible for **insert agency acronym** assistance to be performed under this Contract, and the provisions within it supersede any conflicting provisions of this Contract.

**13.2. Drug Free Workplace (CFR).** Contractor agrees to maintain a drug-free workplace. Contractor certifies, by signing this Contract that its employees and subcontractors will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of this Contract.

**13.3. Lobbying (CFR).** Contractor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence Congress or any federal agency in connection with the awarding of any federal/state contract, the making of any federal/state grant, the making of any federal/state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal/state contract, grant, loan or cooperative agreement. If any funds other than federal or state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence Congress or any federal agency in connection with this Contract, grant, loan or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

**13.4. Debarment, Suspension, Ineligibility and Voluntary Exclusion (CFR).** Contractor certifies that it and its principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts by any federal department or agency; (2) have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; been in violation of federal or state antitrust statutes, or been convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in (2) above; and, (3) have not within a 3-year period preceding this Contract, had one or more contracts terminated for cause or default by any federal or state agency.

**13.5. Procurement of Recycled Good (USC).** In accordance with Section 6002 of the Resource Conservation and Recovery Act, when the purchase of an item exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more, Contractor and subcontractors shall give preference to the purchase of specific products containing recycled materials.

**13.6. Use of Recycled Paper (EO).** Contractor certifies that recycled paper will be used for all reports, documents, or other submittals prepared by Contractor under the terms of this Contract. This requirement does not apply to reports that are prepared on forms supplied by the federal awarding agency.

**13.7. Subcontracting Under Disadvantaged Business Enterprise (DBE) Program (CFR)**

**13.7.1.** Contractor shall assure compliance with the DBE Program when subcontracting, which includes, along with disadvantaged business enterprises, minority and women's business enterprise (MBE/WBE). Contractor shall ensure that DBEs have the opportunity to compete for procurements subcontracted under this Contract by following the Six Good Faith Efforts noted below:

**13.7.1.1.** Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

**13.7.1.2.** Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

**13.7.1.3.** Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

**13.7.1.4.** Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

**13.7.1.5.** Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**13.7.1.6.** If the Contractor awards subcontracts, require the subcontract to take the steps in paragraph 13.7.1.1 through 13.7.1.5 of this Section.

**13.7.2.** Subcontracting done by Contractor under this Contract must, to the fullest extent possible, make available a "fair share" of at least 3% of funds for supplies, construction, equipment or services to "women business enterprises" (WBE), and 2% of funds to "minority business enterprises" (MBE). DEQ reserves the right to adjust the "fair share" percentages by providing written notice to Contractor. These are goals, not quotas. The requirement is that Contractor shows and documents good faith efforts to solicit DBE participation.

**13.7.3.** Contractor shall employ the Six Good Faith Efforts regardless of whether Contractor has achieved its "fair share" objectives as described in Section [13.7.1](#).

**13.7.4.** Contractor shall ensure payment to a DBE subcontractor for satisfactory performance is no more than 30 days from the date Contractor receives payment from DEQ.

**13.7.5.** Contractor shall notify the State in writing prior to termination of a DBE subcontractor for convenience.

**13.7.6.** If a DBE subcontractor fails to complete work under the subcontract for any reason, Contractor shall employ the Six Good Faith Efforts when soliciting for a replacement subcontractor.

## 14. CONFLICT OF INTEREST

**14.1.** For the purposes of the Montana Code of Ethics, Contractor and each of its employees and subcontractors is a “public employee” for the purposes of this Section. As such, Contractor and each of its employees and subcontractors is subject to the requirements of Title 2, Chapter 2, MCA, regarding conflicts of interest, including but not limited to sections §2-2-104, §2-2-105, 2-2-121, and §2-2-201, MCA.

**14.2.** If the State discovers that an employee of Contractor is in violation of this Section, the State may, after consulting with Contractor, terminate this Contract or take other appropriate measures to address the conflict and Contractor shall reimburse the State for any services the State requires be performed by another Contractor that duplicate the services performed by the employee who violated this Section.

## 15. DISCLOSURE

**15.1.** Contractor shall notify the State of any actual, apparent, or potential conflict of interest with regard to any individual working on a work assignment or having access to information regarding a subcontract. Notification of any conflict of interest shall include both organizational conflicts of interest and personal conflicts of interest (which are defined as the same types of relationships as organizational conflicts of interest, but applicable to an individual). In the event that a personal conflict of interest exists, the individual who is affected shall be disqualified from taking part in any way in the performance of the assigned work that created the conflict of interest situation.

**15.2.** Contractor certifies that it has identified all current employees and proposed subcontractor's employees that will perform work under this Contract and that have worked for the State of Montana in the last two years prior to submitting the solicitation request which resulted in the award of this Contract. Contractor further certifies that no former employee of the State of Montana or local government may work under this Contract for a period of twelve months after voluntary termination of public employment, if by working under the Contract the employee will take direct advantage, unavailable to others, of matters with which the employee was directly involved during the employee's public employment. Pursuant to §2-2-201, MCA, a former employee of state or local government may not, within 6 months following the termination of public employment, contract or be employed by an employer who contracts with the State of Montana or any of its subdivisions involving matters with which the former public employee was “directly involved”, as defined in §2-2-201, MCA, during employment. Contractor further certifies it shall identify any new employees hired during this Contract that will perform work under this Contract and that have worked for the State of Montana in the last two years prior to submitting the solicitation request which resulted in the award of this Contract. Disclosure in all cases shall include the name of the agency and the nature of work performed by the employee.

## 16. CONTRACT TERMINATION

**16.1. Termination for Cause with Notice to Cure Requirement.** Either Party may terminate this contract in whole or in part for failure of the other Party to materially perform any of the services, duties, terms, or conditions contained in this contract after giving the other Party written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

**16.2. Reduction of Funding.** In accordance with §18-4-313(4), MCA, the State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this

section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**16.3.** Any termination of this Contract is subject to the exception that Section 4 (ACCOUNTING, AUDIT AND RETENTION OF RECORDS), relating to retention of and access to records, will remain in effect.

## **17. EVENT OF BREACH – REMEDIES**

**17.1. Event of Breach by Contractor.** Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

**17.1.1.** services furnished fail to conform to any requirement;

**17.1.2.** failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval and breaching Section 17.1 obligations; or

**17.1.3.** voluntary or involuntary bankruptcy or receivership.

**17.2. Event of Breach by State.** The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

### **17.3. Actions in Event of Breach.**

**17.3.1.** Upon the material breach by either party, the non-breaching party may:

**17.3.1.1.** terminate this contract under section 16 (CONTRACT TERMINATION); or

**17.3.1.2.** treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

## **18. FORCE MAJEURE**

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition.

## **19. WAIVER OF BREACH**

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

## **20. CONFORMANCE WITH CONTRACT**

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State Procurement Bureau's prior written consent. Products or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

## **21. LIAISONS AND SERVICE OF NOTICES**

**21.1. Contract Liaisons.** All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison who will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the State's liaison and Contractor's liaison.

Whitney Gonitzke is the State's liaison.

Airport Business Park IP-9

1371 Rimtop Drive

Billings, MT 59105-9702

Telephone: 406-247-4430

Fax: 406-xxx-xxxx

E-mail: [wgonitzke@mt.gov](mailto:wgonitzke@mt.gov)

\_\_\_\_\_ is Contractor's liaison.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

**21.2. Notifications.** The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three (3) business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

**21.3. Identification/Substitution of Personnel.** The personnel identified or described in Contractor's proposal shall perform the services provided for the State under this contract. Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve Contractor personnel assigned to work under this contract and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. If Contractor personnel become unavailable, Contractor shall provide an equally qualified replacement in time to avoid delays to the work plan.

## **22. MEETINGS**

**22.1. Technical or Contractual Problems.** The Contractor may be required to attend a pre-contract meeting in which the procedures for implementing the Contract will be discussed and agreed upon. The Contractor may also be required to attend a post-contract meeting with the State's Liaison named in the Contract. Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working-days-notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

**22.2. Progress Meetings.** During the term of this contract, the State's Project Manager shall plan and schedule progress meetings with Contractor to discuss Contractor's and the State's progress in the performance of their respective obligations. These progress meetings will include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each meeting, Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by Contractor, or of which Contractor gained knowledge during the period since the last such status report, which may prevent Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this contract. Contractor shall identify the

amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

**22.3. Failure to Notify.** If Contractor fails to specify in writing any problem or circumstance that materially affects the costs of its delivery of services, including a material breach by the State, about which Contractor knew or reasonably should have known with respect to the period during the term covered by Contractor's status report, Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope.

## **23. CONTRACTOR PERFORMANCE ASSESSMENTS**

The State may do assessments of the Contractor's performance. This Contract may be cancelled for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to cancel this Contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of Contract cancellation. Performance assessments may be considered in future solicitations.

## **24. CHOICE OF LAW AND VENUE**

Montana law governs this contract. Any litigation concerning this bid, proposal, or this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (§18-1-401, MCA.)

## **25. TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

## **26. SEVERABILITY CLAUSE**

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

## **27. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT**

**27.1. Contract.** This contract consists of **insert number** numbered pages, any Attachments as required, Solicitation # **115004**, as amended, and Contractor's response, as amended. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

**27.2. Entire Agreement.** These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

## **28. WAIVER**

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

## **29. EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

### **CONTRACTOR**

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
**NAME, Title**

**Address**

Federal Employer's ID No.: **NUMBER**

**MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY**

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
VICKI J. WOODROW, Contracts Officer

Financial Services  
Metcalf Building, Room 003  
1520 E. Sixth Avenue  
Helena, MT 59620-0901

Approved as to Legal Content:

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_  
DEQ Attorney

ATTACHMENT A

**SCOPE OF WORK**  
**Contract 115001**  
**Janitorial Services for DEQ's Billings Office**

**SERVICES**

Contractor shall provide the following services:

**TO BE ADDED IN ACCORDANCE WITH RFP AND PROPOSAL OF HIGHEST SCORING OFFEROR.**

## **APPENDIX C: CLIENT REFERENCE FORM INSTRUCTIONS FOR OFFEROR**

The Offeror is solely responsible for obtaining **up to three** fully completed reference questionnaires from clients for whom the offeror has provided services substantially similar to the types proposed in this RFP, and for including them with their response. To obtain and submit the completed reference questionnaires as required, follow the process detailed below.

(1) Customize the standard reference questionnaire by adding the Offeror's name, and make exact duplicates for completion by references.

(2) Send the customized reference questionnaires to each person chosen to provide a reference along with a new standard #10 envelope.

(3) Instruct the person that will provide a reference for the Offeror to:

- (a) complete the reference questionnaire;
- (b) sign and date the completed, reference questionnaire;
- (c) seal the completed, signed, and dated reference questionnaire within the envelope provided;
- (d) **sign his or her name in ink across the sealed portion of the envelope;** and
- (e) return the sealed envelope containing the completed reference questionnaire directly to the Offeror.

(4) **Do NOT open the sealed references upon receipt.**

(5) Enclose all sealed reference envelopes within a larger envelope labeled References for RFP 115001 to be submitted with your response.

### **NOTES:**

- The State will not accept late references or references submitted by any means other than that which is described above. Each reference questionnaire submitted must be completed as required.
- The State will not review more than the three references requested.
- These references may be contacted to verify Offeror's ability to perform the contract.
- The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.
- The State is under no obligation to clarify any reference information.

**Client References must be included with the Offeror's response. Responses must be received at the reception desk of the Department of Environmental Quality prior to 2:00 p.m., Mountain Time, December 05, 2014. References received after this date/time will not be accepted for consideration. The Offeror may wish to give each reference a deadline to ensure that the required references are received in time to be included with the response.**

## CLIENT REFERENCE QUESTIONNAIRE

RFP # 115001

Janitorial Services for Remote Offices Located in Billings, Montana

**This standard reference questionnaire must be completed by all individuals providing a reference for the Offeror.**

The Offeror is solely responsible for obtaining completed reference questionnaires as required and for enclosing the sealed reference envelopes with their response.

### REFERENCE SUBJECT:

**OFFEROR'S NAME:** (completed by Offeror before reference is requested)

The Offeror specified above intends to submit a proposal to the State of Montana in response to RFP #115001 for janitorial services in its remote offices located in the Billings. As a part of this proposal, the Offeror must include a number of completed and sealed reference questionnaires (using this form). Each individual responding to this reference questionnaire is asked to follow these instructions:

- Complete this questionnaire (either using the form provided or an exact duplicate of this document);
- Sign and date the completed questionnaire;
- Seal the completed, signed, and dated questionnaire in the new standard #10 envelope provided by the Offeror;
- Sign in ink across the sealed portion of the envelope; and
- Return the sealed envelope containing the completed questionnaire directly to the Offeror.

**Please note: Reference Questionnaires must be included with the Offeror's response and received at the reception desk of the Department of Environmental Quality by 2:00 p.m., Mountain Time, December 05, 2014. References received after this time will not be accepted for consideration.**

**Your response will be used as part of the Offeror's. A maximum of (insert number) of points are available based on your ratings.**

Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named Offeror.

Client Information	
Organization Name (Client):	Organization Address:
Person Providing the Reference:	Title:
Phone Number:	Email Address:
Reference Signature and Date:  _____ Signature Date (must be the same as the signature across the envelope seal)	

1. Briefly describe the services provided by the Offeror identified above.
2. How long have you been using the services from the Offeror named above?
3. Please briefly describe your role with the services.
4. Score Offeror's performance in accordance with the scoring matrix noted below (**maximum 240 points**):

20 points– Strongly Agree/Very Positive  
15 points – Agree/Positive  
10 points – Neutral  
5 points – Disagree/Negative  
0 points – Strongly Disagree/Very Negative

#### **Provision of Services**

- \_\_\_\_\_ Work was completed in accordance with stated scope of services.
- \_\_\_\_\_ Staff were considerate and acted professionally at all times.
- \_\_\_\_\_ Employees felt secure with cleaning crews assigned to do the work.
- \_\_\_\_\_ Safety measures were complied with.
- \_\_\_\_\_ Offerors staff often exceeded expectations. (explain how)

#### **Administration of Agreement**

- \_\_\_\_\_ Offeror or their representative was easy to get in touch with, including after hours when/if necessary.
- \_\_\_\_\_ Offeror carried out formal quality control checks on an ongoing basis.
- \_\_\_\_\_ Subcontractor staff was supervised at all times.
- \_\_\_\_\_ Billing issues were minimal or non-existent.
- \_\_\_\_\_ Notification was provided early regarding issues with scope of services or contract terms.

#### **Dispute Resolution**

- \_\_\_\_\_ Performance/staffing issues were responded to in a timely manner and resolved quickly.
- \_\_\_\_\_ Billing issues were resolved in a timely manner and with consideration of rights of both parties.

Would you hire this company again? (**maximum 10 points**)

5. Please provide additional comments if desired.

(Use separate piece of paper if necessary)

## **APPENDIX D: MONTANA PREVAILING WAGE RATES FOR JANITORIAL SERVICES (2014)**

The services requested in this RFP will require the Contractor to pay prevailing wages. See Contract Section 5.

**Note:** This document is provided in PDF format as a separate file and may be found with RFP No. 514004 at <http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx>.  
This appendix is a critical and necessary element of this RFP.